

TRADEMARK ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF INTELLECTUAL PROPERTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bluewater Thermal Processing, LLC		10/23/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BWT LLC
<b>Street Address:</b>	201 Brookfield Parkway
<b>Internal Address:</b>	Suite 102
<b>City:</b>	Greenville
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29607
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2361629	TUFF-KOAT
Registration Number:	2361630	TUFF-KOAT
Registration Number:	1999470	HI-TEMP
Registration Number:	1996774	HI-TEMP
Registration Number:	1973794	HI-TEMP

**CORRESPONDENCE DATA**

Fax Number: 2125935955  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-756-2336  
 Email: melissa.karp@srz.com  
 Correspondent Name: M. Karp c/o Schulte Roth & Zabel LLP  
 Address Line 1: 919 Third Avenue  
 Address Line 2: 22nd Floor

CH \$140.00 2361629

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-1349

NAME OF SUBMITTER: Melissa Karp (014951-1349)

Signature: /kc for mk/

Date: 10/24/2012

**Total Attachments: 3**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into as of October 23, 2012, by Bluewater Thermal Processing, LLC, a Delaware limited liability company (the "Assignor"), in favor of BWT LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor owns the intellectual property assets identified on Schedule A attached hereto (the "IP Assets"); and

WHEREAS, pursuant to that certain Purchase and Sale Agreement between Assignor and Assignee, dated October 11, 2012 (the "Purchase Agreement"), Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the IP Assets;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in the Purchase Agreement and herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Definitions. Capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.
2. Assignment. Assignor does hereby assign, sell, transfer and convey unto Assignee all right, title and interest in and to the IP Assets free and clear of any and all Liens other than Permitted Liens, together with (i) all of the goodwill of the business symbolized by the IP Assets to the extent related to the Company Entities, (ii) the right to file any future registrations or patents for any of the IP Assets, (iii) all common law rights associated with the IP Assets, (iv) all causes of action and other rights that may be asserted under the IP Assets, (v) the right to sue third parties for infringement of or improper activities regarding the IP Assets, and (vi) the right to enjoy all of the monetary benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
3. Further Assurances. Assignors and Assignee agree to use commercially reasonable efforts to take, or cause to be taken, all actions, and to do or cause to be done, all things necessary, proper and advisable under applicable law in order to vest all of Assignor's right, title and interest in and to the IP Assets in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is necessary, to the extent such evidence is in the possession or control of Assignee.
4. Purchase Agreement. This Assignment is subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained in the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement.
5. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

BLUEWATER THERMAL PROCESSING, LLC

By: Michael C. Wellham  
Name: Michael C. Wellham  
Title: President & CEO




SCHEDULE A

IP Assets

Patents

None

Trademarks

Owner	Mark	Reg. No.	Reg. Date
Bluewater Thermal Processing, LLC		2361629	June 27, 2000
Bluewater Thermal Processing, LLC	TUFF-KOAT	2361630	June 27, 2000
Bluewater Thermal Processing, LLC		1999470	September 10, 1996
Bluewater Thermal Processing, LLC	HI-TEMP	1996774	August 27, 1996
Bluewater Thermal Processing, LLC		1973794	May 14, 1996

Trade names

Bluewater Thermal Processing  
Bluewater Thermal Solutions

Domain Names

bluewaterthermal.com  
bluewaterthermal.org